

## ***Fidelity Stock Plan Services LLC Participant Agreement***

Fidelity Stock Plan Services LLC (collectively with its affiliates the "Administrator") performs recordkeeping and other services (the "Services") as agent of my employer company and its affiliates (the "Company") and of the Participant Trust related to stock-based compensation programs of the Company (collectively "Stock Plans"). This Agreement sets forth the terms and conditions governing my participation in the Participant Trust administered by the Administrator as agent to the Company and to the Participant Trust. I understand and acknowledge that Administrator acts as agent of the Company and of the Participant Trust in performing the Services, that Administrator's Services are provided to and for the benefit of the Company and of the Participant Trust, that Administrator's dealings with me are in Administrator's capacity as agent and Service provider to the Company and to the Participant Trust and not as agent, fiduciary, broker, or other financial services provider to me. I further understand and acknowledge that Administrator does not maintain an account for me, does not hold assets for me, does not effect transactions for me or on my behalf, and does not provide investment advice or recommendations to me.

In addition to the foregoing, I hereby request and direct that any Stock Plan Proceeds, as defined in the Declaration of Trust of the Participant Trust and incorporated herein by reference, that are payable to me under the Company Stock Plans be contributed on my behalf and at my direction to the Trustee of Participant Trust (the "Trustee") to be held on my personal behalf, together with any cash amounts related to my participation in Company Stock Plans that I transfer to the Trustee, in trust, in accordance with the terms of the Participant Trust. I agree that delivery of Stock Plan Proceeds by the Administrator to the Trustee shall be treated as delivery to me individually, and as a transfer by me individually to Participant Trust. I further acknowledge that I have read the Declaration of Trust of the Participant Trust, and agree to be bound by its terms.

By participating in the Company Stock Plan administered by the Administrator, I authorize the Administrator, the Trustee, the Company, and their agents (including National Financial Services LLC and Fidelity Brokerage Services LLC) to exchange information regarding me related to my participation in the Company's Stock Plan, including, without limitation, personal identifying information, compensation and other employment information related to my participation in the Company's Stock Plans, Stock Plan grant information, acceptance, enrollment and other modifications made with respect to my participation in the Company's Stock Plans, notice of exercise, purchase, number of shares, bank information relating to the Company's Stock Plans, information regarding subsequent sales, transfers or other dispositions of shares, and income tax information relating to compensation income and tax withholding in relation to these matters ("Personal Data"). I hereby consent to my employer, the Trustee and the Administrator using, processing, sharing and transferring such Personal Data as may be necessary or customary to furnish the Services to me, including making transfers of my Personal Data to countries, including but not limited to the United States, whose laws may not provide the same level of protection with respect to such Personal data as my country of residence. I understand that the Administrator will only use and share my Personal Data in connection with furnishing the Services.

I acknowledge that any rights I have with respect to the Company's Stock Plans were granted in connection with my employment or provision of services to the Company, and represent that at the time I take any action with respect to the Company's Stock Plans, I will be authorized to take such action, including without limitation acceptance, enrollment, exercise, purchase, modification, withdrawal or other action with respect to the Company's Stock Plans. I agree to hold the Company, the Trustee, the Administrator and their agents harmless for any loss that I may suffer as a result of their compliance with the authorizations set forth herein and any instructions given by me, and to indemnify them for any loss they may suffer as a result of following in good faith any instructions given by me. I also acknowledge and agree that any Stock Plan Proceeds and any cash amounts that are payable to me in connection with awards under the Company Stock Plans, that I direct to the Participant Trust remain subject to the terms and conditions of the applicable Company Stock Plan and award agreement, as well as any applicable policies or agreements I am subject to with the Company.

I have received from the Company all required information and documents relating to my participation in the Company's Stock Plans, including without limitation any required prospectus or other documents regarding any securities offered to me by the Company. I understand that participation in the Company's Stock Plans may have significant investment and tax consequences. I further understand that the Administrator, the Trustee, and their agents and employees are not authorized to give me tax or investment advice, and I have consulted such other sources I deem appropriate. I am aware that various laws or regulations may be applicable to my participation in the Company's Stock Plans and related transactions, and I shall conduct all transactions in conformity with all applicable laws and regulations. I understand the Company may impose additional requirements and policies on the Company's employees relating to transactions in stock of the Company, and I agree to comply with such additional requirements or policies. I agree to be liable for any losses Administrator or Trustee may incur in the event any document, instructions or information necessary to the transactions are not accurate or provided to Administrator or Trustee in a timely manner.

I [or another person I duly authorize to act on my behalf] shall be the only authorized user of the Services under this Agreement and shall only use the Services for my personal, noncommercial purposes. I agree not to re-disseminate any information obtained under this Agreement in any manner to third parties (other than my personal tax, financial or legal advisers) without the express written consent of the Administrator. I shall be responsible for the confidentiality and use of my password(s) and other security data, methods and devices. I understand that I shall be solely responsible for all communications electronically transmitted, or use of any data, information, or services obtained, using my passwords and other security data. I accept full responsibility for the monitoring of my information. I agree that the Administrator shall not be under a duty to inquire as to the authority or propriety of any instructions given to the Administrator by me or via my Personal Identification Number (PIN), and shall be entitled to act upon any such instructions; and the Administrator will not be liable for any loss, cost, expense or other liability arising out of any such instructions. I agree that the Services are the proprietary property of the Administrator and/or third parties from which the Administrator has obtained rights.

I agree to be liable for any and all fees, charges or expenses set forth in the Declaration of Trust that the Administrator may charge or I may incur in connection with the use of the Services by me or any other person through use of my security codes, equipment, or otherwise, if any. I understand that the rates, fees, billing and terms governing services provided by access device vendors or providers may be determined solely by such third party. I understand and acknowledge that the Administrator is not delivering telecommunication, Internet, paging services or any other means of electronic access and that I am responsible for maintaining appropriate contracts with third parties to obtain such services. I agree to obtain access to and be solely liable for all payments related to all equipment and access devices necessary to access the Services. I further understand that my ability to make use of the Services may be limited by technical or other limitations present in the equipment and access devices I use to access the Services. To the extent that any Services use Internet, wireless or related electronic or telephonic services to transport data or communications, the Administrator will take reasonable security precautions, but the Administrator disclaims any liability for interception of any such data or communications. The Administrator shall not be responsible for, and makes no warranties regarding, the access, speed or availability of such services. The contents of the Administrator's sites on the Internet are protected by applicable copyright laws. No permission is granted to copy, distribute, modify, post or frame any text, graphics, video, audio, software code, or user interface design or logos.

ALL INFORMATION AND CONTENT ON THE ADMINISTRATOR WEB SITES ARE SUBJECT TO APPLICABLE STATUTES AND REGULATIONS, FURNISHED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

In volatile markets, transmission of quotes and other information may be delayed, even for information which appears to be real time. Security prices can change dramatically during such delays. It may not be possible to cancel instructions previously submitted. Access to the Administrator or my Stock Plan information can be delayed by factors such as high telephone volume or systems capacity limitations. I understand I may have alternative ways of reaching the Administrator, such as the Web and telephone representatives, in addition to the automated telephone system.

I agree that the Administrator may modify, change, or discontinue the Services in whole or in part, at any time. I agree that the Administrator may immediately terminate its provision of the Services to me if I breach this Agreement, if I have jeopardized the proper and efficient operation of the Services, or if I engage in activity which is contrary to the Administrator's policies. Any unauthorized use of the Services, whatsoever, shall result in automatic termination of this Agreement. Any modification, change or notification of termination will be made by the Administrator in writing. The Administrator may send such written communication by mail or electronic means.

Any information and any instructions I give you regarding my participation in the Company's Stock Plans will be subject to verification by the Administrator, Trustee and the Company. Administrator also may monitor or tape record conversations with me in order to verify data about such communications, and I consent to such monitoring or recording.

Communications by mail, electronic means, messenger, telegraph, or otherwise, sent to me at the address of record listed on the application, or any other address I may give Administrator, including electronic addresses, are presumed to be delivered to and received by me whether actually received or not. I understand that I should promptly and carefully review all statements and notify Administrator of any errors. Information contained on statements is conclusive unless I object in writing within ten days after transmitted to me.

Administrator shall not be liable for any losses caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes, or other conditions beyond its control, including, but not limited to, extreme market volatility or trading volumes. I acknowledge that this Agreement constitutes the entire agreement between the Administrator and me with respect to its subject matter. This Agreement is drafted and executed in the English language. This Agreement and its enforcement shall be governed by the laws of the Commonwealth of Massachusetts, United States of America, except with respect to conflict of law; and shall inure to the benefit of Administrator's successors and assigns, whether by merger, consolidation, or otherwise. If a court of competent jurisdiction shall deem any provision unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

If I am a U.S. person, I certify under penalties of perjury that: (1) I am a U.S. person (including a U.S. resident alien) and the Social Security or Taxpayer Identification number provided above is correct; and (2) I am not subject to IRS backup withholding because (a) I am exempt from backup withholding; or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) I have been notified by the IRS that I am no longer subject to backup withholding. (Cross out item 2 if it does not apply to you.)

If I am not a U.S. person, under the penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that: (1) I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates; (2) the beneficial owner is not a U.S. person; (3) the income to which this form relates is not effectively connected with the conduct of a trade or business in the United States or is effectively connected but is not subject to tax under an income tax treaty; and (4) for broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions to Form W-8.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding, or (if applicable) the certifications required to establish your status as a non-U.S. person and, if applicable, obtain a reduced rate of withholding.**

## **Privacy Statement**

*Important Information from Fidelity Stock Plan Services.*

Fidelity Stock Plan services is committed to maintaining the confidentiality, integrity and security of personal information entrusted to us by current and prospective customers. We are proud of our privacy practices, and we want you to know how we protect your information and how we use it to service your information.

### **Fidelity Stock Plan Services Privacy Policy**

*How and Why We Obtain Personal Information*

Fidelity Stock Plan Services uses personal information about you to provide you with the superior service you have come to expect from us. We may use this information to: provide stock plan administrative services to you; process transactions at your request; respond to inquiries from you or your representative; or to fulfill legal and regulatory requirements. Fidelity Stock Plan Services may collect nonpublic personal information about you from any of the following sources:

From you or your representative on applications or forms (for example, name, address, Social Security number, birth date, assets, and income)

From transactional activity in the Participant Trust (for example, sell request history and balances) From other interactions with Fidelity Stock Plan Services (for example, discussions with our customer service staff or your entry of information into our interactive tools)

From verification services and consumer reporting agencies (to ensure the accuracy of information, or assess creditworthiness)

From other sources with your consent or with the consent of your representative (for example, from other institutions)

*How We Protect Your Information*

Fidelity Stock Plan Services has always considered the protection of sensitive information to be a sound business practice and a foundation of customer trust. We employ extensive information protection controls in keeping with industry standards and practices, and we regularly adapt these physical, electronic, and procedural controls to respond to changing requirements and advances in technology.

Within Fidelity Stock Plan Services and among our service providers, we restrict access to information to those who require that access in request to provide services to you. We may share the personal information that we collect with the following entities:

Affiliates, including affiliated service providers (for example, our data processing company and printing operation)

Unaffiliated service providers (for example, fulfillment companies and securities clearinghouses) Government agencies and law enforcement officials (for example, for tax reporting or under court request)

Other organizations, with your consent or as directed by your representative (for example, if you use Fidelity Stock Plan Services as a financial reference in applying for credit with another institution) Other organizations, as permitted by the laws that protect your privacy (for example, for fraud prevention) As described below, in circumstances that apply only to certain subsets of Fidelity Stock Plan Services customers

#### *Privacy Online*

Fidelity Stock Plan Services considers privacy, security, and service in our online operations to be just as critical as in the rest of our business. We therefore employ all of the safeguards described above, along with the following Internet-specific practices.

Fidelity uses a variety of proven protections to maintain the security of your online session. For example, we make extensive use of firewall barriers, encryption techniques and authentication procedures. We also use cookies and similar files that may be placed on your hard drive for security purposes, to facilitate site navigation and to personalize the appearance of our site.

When you visit Fidelity's Internet sites, we may collect technical and navigational information, such as computer browser type, Internet protocol address, pages visited, and average time spent on our Web sites. This information may be used, for example, to alert you to software compatibility issues, or it may be analyzed to improve our Web design and functionality.

#### *Your Connection to Fidelity Stock Plan Services*

Individuals interact with us in a variety of ways, and under some of these variations we may exchange information with parties in addition to those described above. For example, if you conduct business with Fidelity Stock Plan Services through your employer or through an investment professional, we may exchange the information we collect with them, or with others at their direction. If we provide services to you on behalf of your employer, we may collect and exchange information such as payroll, banking, and insurance data, in addition to the information listed above. Information collected from investment professionals' customers is not shared with Fidelity Stock Plan Services affiliates for marketing purposes, except with the consent of the investment professional or the customer.

If you are a former customer, your information is treated in the same manner as the information of current customers.

For your convenience, Fidelity offers several options for accessing your information. You can review your information independently using your statements, or through our automated telephone or Internet services. You may also e-mail, write, or call us with your request for information. Specific Internet addresses, mailing addresses, and telephone numbers are listed on your statements and other correspondence.

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